

STATE OF ALABAMA
DEPARTMENT OF MENTAL HEALTH
RSA UNION BUILDING
100 N. UNION STREET
POST OFFICE BOX 301410
MONTGOMERY, ALABAMA 36130-1410
www.mh.alabama.gov

November 4, 2016

RFP #2017-13

Dear Vendor:

The Alabama Department of Mental Health (ADMH) is soliciting proposals to provide **behavioral health treatment** services. Proposals will be accepted until **Thursday, December 15, 2016 at 2:00 pm.**

The submission of a proposal does not guarantee the award of a contract. Any contract resulting from the proposal is not effective until it has received all required governmental approvals and signatures. In addition, the selected vendor shall not begin performing work under this contract until notified to do so by the departmental contracting agent.

When submitting a proposal, please read the entire request for proposal document and return your proposal in the requested format. All proposals should be submitted in ink or typed and contain an original signature. Submissions should be delivered to:

Alabama Department of Mental Health
Attn: Office of Contracts & Purchasing
100 North Union Street, Suite 570
Montgomery, AL 36104

MAILING NOTE: Proposals may be sent via Regular US Postal Service (USPS) Mail, Express/Overnight USPS Mail, commercial delivery service such as FedEx or UPS, or hand delivered by the closing date and time. Emailed or faxed responses are **not** accepted. Also, please note: All US Postal mail, including express/overnight mail that is dispatched to any State agency is processed thru the State mail facility before it is forwarded to the appropriate State agency, thus delaying its arrival to the department. By using the USPS, you assume the risk of delay that may result in your proposal being received late and therefore being determined to be untimely. Postmarks of the date mailed are insufficient; the proposal must actually be received at the above listed office by the date and time specified.

Sincerely,

Joey Kreauter

Joey Kreauter, Director
Office of Contracts & Purchasing

ISSUING AGENCY: ALABAMA DEPARTMENT OF MENTAL HEALTH

RFP CLOSING DATE & TIME: **Thursday, December 15, 2016 at 2:00 pm**

RFP CONTACT INFO: Leola Rogers
AL DMH
Office of Contracts & Purchasing
RSA Union Building
100 North Union Street, Suite 570
Montgomery, AL 36104
Telephone Number (334) 353-7440
Fax Number (334) 353-7090
Email: leola.rogers@mh.alabama.gov

MAILING NOTE: Proposals may be sent via Regular US Postal Service (USPS) Mail, Express/Overnight USPS Mail, commercial delivery service such as FedEx or UPS, or hand delivered by the closing date and time. Emailed or faxed responses are **not** accepted. All US Postal mail, including express/overnight mail that is dispatched to any State agency is processed thru the State mail facility before it is forwarded to the appropriate State agency, thus delaying its arrival to the department. By using the USPS, you assume the risk of delay that may result in your proposal being received late and therefore being determined to be untimely. **Postmarks of the date mailed are insufficient; the proposal must actually be received at the above listed office by the date and time specified.**

ADDITIONAL INFORMATION

1. Who **may not** respond to this RFP?
 - a. Employees of ADMH and current state employees.
 - b. Entities that are neither ADMH certified community mental health centers, ADMH certified substance abuse treatment programs, nor otherwise authorized by law to provide licensed professional services or recovery support services that do not require certification by ADMH or licensure by the State of Alabama.
2. In order to do business in the State of Alabama all businesses domestic and foreign must be registered with the Alabama Secretary of State Office.
*Domestic means within the State of Alabama. **Foreign means out-of-state.
3. If contracted with the State of Alabama, all vendors must:
 - a. Enroll in E-Verify System thru Homeland Security.
 - b. Register with STAARS Vendor Self Service at
<https://procurement.staars.alabama.gov/webapp/PRDVSS1X1/AltSelfService>
4. The Department of Mental Health reserves the right to reject any and all proposals if RFP instructions are not adhered to, such as: received after deadline (see mailing note), requested # of submissions not received.

DATES and DEADLINES

RFP #2017-13

Item	Date	Delivery Method
RFP Release	November 4, 2016	USPS, ADMH Website, and STAARs website
Deadline to submit RFP questions and requests for clarification	November 17, 2016 by 2:00 pm CST	Email to leola.rogers@mh.alabama.gov
RFP Questions Posted	November 23, 2016	ADMH website www.mh.alabama.gov/adcp
RFP Submissions Due (1 original & 3 copies)	December 15, 2016 by 2:00 pm	USPS or FedEx or UPS (Review mailing note)
Notification of selection status	March 1, 2017 Approximately	USPS (In writing)
<p>Submit RFP Responses To: AL Department of Mental Health Office of Contracts & Purchasing RSA Union Building 100 N. Union Street, Suite 570 Montgomery, AL 36104</p> <p>Emailed or faxed responses are NOT ACCEPTED.</p>		

REQUEST FOR PROPOSALS (RFP)

TO PROVIDE

**BEHAVIORAL HEALTH TREATMENT SERVICES FOR LOCAL
PAROLEES, PROBATIONERS, AND MANDATORY RELEASES UNDER
SUPERVISION OF THE ALABAMA BOARD OF PARDONS AND PAROLES**

Proposals must be clearly labeled:

BEHAVIORAL HEALTH TREATMENT SERVICES FOR LOCAL PAROLEES,
PROBATIONERS, AND MANDATORY RELEASES UNDER SUPERVISION OF THE
ALABAMA BOARD OF PARDONS AND PAROLES: **OPTION 1**

OR

BEHAVIORAL HEALTH TREATMENT SERVICES FOR LOCAL PAROLEES,
PROBATIONERS, AND MANDATORY RELEASES UNDER SUPERVISION OF THE
ALABAMA BOARD OF PARDONS AND PAROLES: **OPTION 2**

ALABAMA DEPARTMENT OF MENTAL HEALTH

Behavioral Health Treatment Services for Local Parolees, Probationers, and Mandatory Releases under Supervision of the Alabama Board of Pardons and Paroles

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A. INTRODUCTION

On May 21, 2015, Governor Robert Bentley signed into law comprehensive “prison reform” legislation (Act 2015-185) designed to relieve the state’s prison overcrowding crisis. For years, Alabama has maintained one of the highest incarceration rates in the country. The state’s in-house prison system is now operating at 186% of designed capacity, while caseloads of individuals being supervised on probation and parole average 200 per officer.

Act 2015-185 calls for major investments into Alabama’s community supervision of adult felony offenders, including parole and probation offender populations, as well as, individuals leaving prison on mandatory release. The implementation of evidence-based practices to address specific offender needs, reduce recidivism, and increase public safety is a key aspect of the new law.

A significant aspect of Alabama’s prison reform effort involves the expansion of access to community-based, behavioral health services for supervised felony offenders who have mental illnesses and substance use disorders. To achieve this expansion, the Alabama Department of Mental Health (ADMH) and the Alabama Board of Pardons and Paroles (ABPP) have collaborated to publish this Request for Proposals (RFP). Through this collaborative effort, the two agencies are seeking to enhance community-based behavioral health treatment opportunities for adult felony offenders being supervised by ABPP.

B. TARGET POPULATION AND PROGRAM GOALS

The RFP is seeking proposals for behavioral health services in select Alabama counties that lack adequate access to these services through a Community Corrections Program. ADMH certified community mental health centers and substance abuse treatment programs may apply to provide evidence-based, behavioral health services for ABPP supervised individuals who:

1. Are adult felony offenders or individuals adjudicated Youthful Offender;
2. Have been screened and referred in writing by ABPP (specifically by the supervising officer) for being at risk of having a mental illness and/or substance use disorder(s);
3. Are under supervision by ABPP in one of the four (4) county service areas specified in

Table 1.

TABLE 1

Area 1		Area 2		Area 3		Area 4	
County	SA Service Need Projections	County	SA Service Need Projections	County	SA Service Need Projections	County	SA Service Need Projections
Choctaw	7	Lowndes	3	Macon	24	Talladega	86
Clarke	37	Butler	41	Bullock	3	Clay	29
Washington	31	Crenshaw	6	Pike	39	Chambers	75
Monroe	24	Covington	118			Coosa	16
Conecuh	10	Coffee	72				
Total	109	Total	240	Total	66	Total	206

An annual projection of the number of individuals to be served who have substance use disorders is also provided in **Table 1** for each service area based on the average number of local drug-related convictions for the past three (3) fiscal years. In addition, it is estimated that seventy-five (75) individuals who have mental illnesses will be served, annually, across all service areas. The actual target population will likely exceed the projections provided due to needs identified through use of appropriate screeners and assessment tools, as well as, the overall increase to supervision caseloads anticipated by passage of the Prison Reform Act.

Through this initiative, ABPP and ADMH plan to achieve the following goals relative to the target population:

1. Increase access to evidence-based, behavioral health services;
2. Reduce recidivism among ABPP's supervised felony offender population;
3. Decrease the harmful use and related consequences of prescription and illicit drugs, alcohol, and nicotine;
4. Decrease mental illness symptoms;
5. Improve mental and physical health by transforming criminal thinking, attitudes, values, and beliefs;
6. Increase substance abuse treatment retention; and
7. Increase family and community social supports.

C. FUNDING

To accomplish the specified goals, ADMH first and foremost desires to establish contracts with organizations that have successfully proposed to operate one or more Behavioral Health Care Teams (BHCTs) as specified by this RFP. ADMH, also, intends to establish second tier contracts through this initiative with certified providers who execute a sub-contract with a BHCT to insure patient access to a full continuum of evidence-based, professional residential and outpatient treatment, counseling, and recovery support services. The two options presented in this RFP are indicative of this approach.

Up to \$4Million per contract year in ABPP Justice Reinvestment Funds is expected to be available to fund the operation of the BHCTs and to purchase assessment, treatment, and recovery support services for members of the specified target population. The payment structure established between ADMH and ABPP is set forth in **APPENDIX A**, Interagency Agreement.

Organizations awarded contracts under the scope of this RFP by ADMH will be required to adhere to specific requirements set forth as applicable to contractors in **APPENDIX A**. These include, but are not limited to, data and record keeping and reporting requirements, as well as a duty of confidentiality and compliance with statutory privileges regarding case-level information set forth in **APPENDIX B**.

State funds will also be available to match Federal Medical Assistance Percentage (FMAP) payments made for eligible Medicaid Services provided by the selected contractors. FMAP is provided by the U.S. Department of Health and Human Services Medical Assistance Program (Catalog of Federal Assistance Number 93.778) and is subject to Title XIX of the

Social Security Act of 1965 and the administrative regulations found in the Code of Federal Regulations, 42 CFR Part 430 to End.

Contracts awarded for approved proposals will be effective from the date of full execution for two (2) years, with three (3) one year extension options, which may be exercised at the discretion and with approval of ABPP. Contract renewals will be contingent on satisfactory performance, the availability of funding, and the continued need for the service.

D. CONTRACTOR REIMBURSEMENT

- 1. Fee for Service Payments:** Payments to contractors selected to provide the scope of work specified in this RFP shall be made on a reimbursement, fee for services basis as according to prevailing rates delineated in the most recent edition of ADMH's Mental Illness and Substance Abuse Services Contract Billing Manuals.
- 2. Enhanced payments:** Enhanced payments, equal to 20% above prevailing service rates, will be made to contractors meeting the performance standards specified below:
 - a. Assessment:** Patients will receive an assessment within forty-eight (48) hours of contact by the local ABPP office.
 - b. Outpatient treatment:**
 - i. Initiation of the treatment intake process within forty-eight (48) hours of completion of the assessment;
 - ii. Engagement within forty-eight (48) hours of intake; and
 - iii. Retention in treatment (at least one (1) direct care service per week) for a minimum of three (3) months.
 - iv. Engagement within forty-eight (48) hours of discharge into another level of care or to recovery support services as specific to the patient's needs.
 - c. Residential treatment:**
 - i. Engagement and intake within seventy-two (72) hours of assessment;
 - ii. Retention (at least one (1) direct care service per day for the duration of the residential length of stay; and
 - iii. Engagement within forty-eight (48) hours of discharge into another level of care or to recovery support services as specific to the patient's needs.

Enhanced payments will be made quarterly and will be based upon reconciliation of claims data submitted by the selected contractors.

- 3. Start-up funding:** Start-up funding, not to exceed \$200,000 per service area as specified in **Table 1**, to assist in establishment of BHCTs may be available in year one (1) of the contract if applicants supply adequate justification. The actual amount of this funding will be negotiated between ADMH and the selected contractor(s), and authorized by ABPP. Start-up funding is limited to applicants submitting proposals under Option 1.
- 4. Data reporting:** Proposal budgets should account for anticipated costs associated with timely data reporting requirements of ADMH and ABPP as follows:
 - a. Monthly reports:** must accompany invoices as specified in Exhibit A and shall be received on the last day of each month as described in **Section G.15** of this RFP.

- b. Annual reports: must be received no later than thirty (30) days past the close of the fiscal year as described in **Section G.15** of this RFP.
- c. Discharge summaries: must be submitted within 10 days of the patient's last day of service in the format prescribed by ADMH.

Any amount designated in responsive proposal budgets for data reporting should be explained and justified in narrative format to include any hourly rate or salary basis for the same. Amounts billed for data reporting under any awarded contract will be particularly itemized on monthly invoices received. Payment for data reporting bills will be made after reconciliation of the reports submitted. No payments will be made for incomplete or late submissions, although submission of all reports is required of all contractors. Failure to provide timely data reports could result in contract termination.

- 5. **Patient charges:** Contractors are required to pursue direct patient fee payments for individuals who have the financial ability to pay some portion or all of the cost of services received. In determining ability to pay, an assessment of financial resources must be conducted and the sliding fee schedule, included as **APPENDIX C** of this RFP, shall be utilized to determine payment amounts.

Pre-established charges are unallowable, as are admission fees. Claims may be submitted to ADMH for full reimbursement of the ADMH established fee-for-services rate for patients who do not have the ability to pay, as documented by a financial assessment which must be conducted by the contractor. A copy of the financial assessment is to be provided to the ABPP supervising officer. Fees paid by the patient or received by the contractor on behalf of a patient are to be deducted from claims submitted to ADMH, as well as, from payments received from any other third party payer. No person shall be refused service because of an inability to pay. Payments made by ADMH on behalf of the Alabama Medicaid agency, as well as payments from the prison reform treatment appropriation as put forth in **APPENDIX A**, based on the sliding fee schedule, are considered payment-in-full for the specific services provided.

E. SUMMARY OF PROPOSED SERVICE DELIVERY MODEL

- 1. Each individual will be initially assessed by their local, supervising probation and parole officer to establish the risk for recidivism and identify needs using the Ohio Risk Assessment System (ORAS). The supervising officer will also screen the individual to determine the need for further assessment of a potential mental illness or substance use disorder using the following ADMH approved screeners: (1) The UNCOPE developed by Norman H. Hoffman, Ph.D., which can be found at http://www.evinceassessment.com/UNCOPE_for_web.pdf and (2) The Correctional Mental Health Screens (CMHS) developed through research funded by the U. S. Department of Justice and located at <https://www.ncjrs.gov/pdffiles1/nij/216152.pdf> . ADMH will train ABPP officers on appropriate use of these approved screeners.
- 2. If the need for a behavioral health assessment is identified, the individual will be immediately referred to the Behavioral Health Care Team (BHCT) in the specified service area for completion of this task.

3. A behavioral health assessment will be completed by a qualified member of the BHCT.
4. If treatment for a mental illness and/or substance use disorder is indicated by the assessment, the BHCT assessor will refer the individual to an appropriate treatment provider for services and assign the individual a care manager and peer support specialist.
5. If a need for only recovery support services is identified, the BHCT assessor will provide and/or refer the individual to an appropriate program for these services and assign the individual a care manager and peer support specialist.
6. Referrals for treatment and recovery services made by the BHCT will be directed to the organization best suited to meet each patient's uniquely assessed needs.
7. Treatment and recovery support services will be provided in the amount and duration as according to best practices for the target population and the assessed needs of the patient.
8. Ongoing care management and peer support services by the BHCT will take place for all referrals throughout the service delivery process.
9. Ongoing case collaboration will occur between:
 - a. The BHCT and any community treatment and/or recovery support service providers to which an individual has been referred for care.
 - b. The individual's supervising ABPP officer, the BHCT, and, as appropriate, the agency providing mental health and/or substance abuse treatment or recovery support services.

Preference will be given to applicants demonstrating ability to provide all and/or some of the specified services directly.

F. SCOPE OF WORK

There are two options for response to this RFP, as described in **Sections F.1 and F.2** below, which are indicative of a two-tiered contract award process. Priority contracts for Option 1 will be awarded first, followed by contracts for Option 2, depending on Option 1 responses and first-tier contract awards:

1. Through **Option 1**, ADMH certified community mental health centers and substance abuse treatment programs may submit a proposal for the operation of a BHCT for one or more of the targeted service areas identified in **Section B.3** by the proposal submission deadline. The proposal must incorporate all of the counties listed within each identified service area. The work list below identifies the minimum responsibilities, services, and/or other activities the applicant must agree to assume and implement under any contract awarded as a result of this RFP for Option 1. The selected contractor(s) will be expected to:
 - a. Provide an immediate response (acknowledgement of receipt within 24 hours) to all requests received from the local, supervising probation and parole officer.

- b. Directly provide or insure access to evidenced-based, gender, age, and culturally responsive treatment and recovery support services at the appropriate dosage and duration that conform to the unique, assessed needs of each individual served.
- c. Provide the following services, through the BHCT, as the care management component of this RFP:
 - i. A toll free phone line for the local supervising officer to access assessment services;
 - ii. 48-hour access (including holidays and weekends), from initial contact by the local parole office, to initiation of the clinical assessment;
 - iii. Initial assessment;
 - iv. Referral services;
 - v. Care management services until discharge from formal behavioral health care;
 - vi. Peer support services until discharge from formal behavioral health care; and
 - vii. Transportation services to support warm handoffs from assessment-to-treatment and to facilitate access to needed services.
- d. Provide access to, through direct delivery or through referral under an approved sub-contractual agreement, the following services as appropriate to meet the assessed behavioral health needs of individuals participating in this initiative:
 - i. Alabama Substance Abuse American Society of Addictions Medicine (ASAM) Levels of Care:
 - Level 1: Outpatient Treatment Services
 - Level 1D: Ambulatory Detoxification Without Extended On-Site Monitoring
 - Level 1O: Opioid Maintenance Therapy
 - Level 2.1: Intensive Outpatient Treatment
 - Level 2.5: Partial Hospitalization Program
 - Level 2D: Ambulatory Detoxification With extended on-Site Monitoring
 - Level 3.01: Transitional Residential Services
 - Level 3.1: Clinically Managed Low Intensity Residential Program
 - Level 3.2D: Clinically Managed Residential Detoxification
 - Level 3.3: Clinically Managed Medium Intensity Residential Treatment Program for Adults
 - Level 3.5: Clinically Managed High Intensity Residential Treatment Program for Adults
 - Level 3.7: Medically Monitored High Intensity Residential Treatment Program for Adults
 - Level 3.7D: Medically Monitored Residential Detoxification
 - ii. Intake Evaluation
 - iii. Physician /Medical Assessment and Treatment
 - iv. Diagnostic Testing
 - v. Crisis Intervention
 - vi. Individual Counseling
 - vii. Family Counseling
 - viii. Group Counseling
 - ix. Medication Administration
 - x. Medication Monitoring
 - xi. Partial Hospitalization Program

- xii. Adult Intensive Day Treatment
- xiii. Rehabilitation Day Program
- xiv. Treatment Plan Review
- xv. Mental Health Consultation
- xvi. In-Home Intervention
- xvii. Pre-Hospitalization Screening
- xviii. Basic Living Skills
- xix. Family Support
- xx. Assertive Community Treatment (ACT)
- xxi. Program for Assertive Community Treatment (PACT)
- xxii. Medication Assisted Treatment
- xxiii. Peer Support Services
- xxiv. Recovery Support Services
- e. Secure approved sub-contracts with ADMH certified providers of mental health and substance abuse services, for services other than those provided by the applicant, to insure availability of a full continuum of behavioral health services as specified in **Section F.1.d**, including the provision methadone and other FDA approved medication assisted treatment.
- f. Establish MOUs with available key local and state agencies and organizations to facilitate referrals and enhance access to needed services by the program's participants, including but not limited to:
 - i. Public Housing Authorities
 - ii. Primary Care Providers
 - iii. Hospitals
 - iv. Public Health
 - v. Individual/Family Assistance Programs
 - vi. Employment/Vocational/Educational Services
- g. Ensure appropriate services are provided in relation to the patient's needs and continuity of care is maintained.
- h. In all aspects of service delivery, provide a supervised, drug-free, non-institutional, therapeutic environment that fosters safety, respect, and dignity for each individual enrolled in the program.
- i. Ensure access to an adequate number of appropriately trained and credentialed staff per ADMH and SAMHSA regulations to carry out the duties of the BHCT.
- j. Ensure timely, seamless transfer from one level of care to another based upon ongoing evaluation of the needs of each individual.
- k. Specifically address in all programming and services participants' criminogenic needs such as criminal thinking, criminal peers/associates, and self-control/problem-solving skills, in addition to other assessed needs.
- l. Utilize evidence-based practices, with demonstrated effectiveness for the target population, in all programming and services. This requirement includes incorporation of a cognitive-behavioral modality that targets criminal thinking and utilizes graduated skills-practice.
- m. Provide routine, ongoing case collaboration with each individual's identified ABPP supervising officer throughout the treatment process, including in-person quarterly case staffings, utilizing an ADMH/ABPP approved treatment progress report format.

- Interim consultation/case collaboration shall occur no less than monthly and must be documented in the case file.
- n. Immediately contact the ABPP officer in regard to significant case developments that may impact public safety or the patient's program status, including, but not limited to adverse termination and program completion.
 - o. Incorporate utilization of certified, peer support specialists. Each peer support specialist shall carry a caseload of no more than twenty-five (25) patients.
 - p. Demonstrate that the services offered are dual diagnosis capable or enhanced.
 - q. Provide access to self-help groups.
 - r. Screen for nicotine dependence. For those individuals who have positive screening results, an appropriate assessment shall follow.
 - s. Provide all services in conformity with the most recent edition of the ADMH's Administrative Code, regulating treatment for mental illnesses and substance use disorders at <http://www.alabamaadministrativecode.state.al.us/docs/mhlth/index.html>
2. Under **Option 2**, ADMH certified community mental health centers and substance abuse treatment providers may submit a Letter of Agreement (LOA), as specified in **APPENDIX D** and **Section H.1.f** of this RFP, by the proposal submission deadline. The LOA will signify the agency's intent to execute an approved sub-contract with at least one BHCT serving one or more of the service regions. Start-up funds will not be available for Option 2 respondents. The work list below identifies the minimum responsibilities, services, and/or other activities the applicant must agree to assume and implement under any contract awarded as a result of this RFP for Option 2. The selected contractor(s) will be expected to:
- a. Clearly delineate the services to be provided from those specified in **Section F.1.d** of this RFP.
 - b. Establish MOUs with key local and state agencies and organizations to facilitate referrals and enhance access to needed services by the program's participants, including but not limited to:
 - i. Public Housing Authorities
 - ii. Primary Care Providers
 - iii. Hospitals
 - iv. Public Health
 - v. Individual/Family Assistance Programs
 - vi. Employment/Vocational/Educational Services
 - c. In all aspects of service delivery, provide a supervised, drug-free, non-institutional, therapeutic environment that fosters safety, respect, and dignity for each individual enrolled in the program.
 - d. Ensure access to an adequate number of appropriately trained and credentialed staff per ADMH and SAMHSA regulations to carry out the specified services.
 - e. Provide timely, seamless transfer from one level of care to another based upon ongoing evaluation of the needs of each individual in relation to the program's continued stay, transfer, and discharge criteria.
 - f. Specifically address, in all programming and services, participants' criminogenic needs such as criminal thinking, criminal peers/associates, and self-control/problem-solving skills, in addition to other assessed needs.

- g. Utilize evidence-based practices, with demonstrated effectiveness for the target population, in all programming and services. This requirement includes incorporation of a cognitive-behavioral modality that targets criminal thinking and utilizes graduated skills-practice.
- h. Provide routine, ongoing case collaboration with each individual's BHCT care manager and identified ABPP supervising officer throughout the treatment process, including in-person quarterly case staffings, utilizing an ADMH/ABPP approved treatment progress report format. Interim consultation/case collaboration shall occur no less than monthly and must be documented in the case file.
- i. Immediately contact the patient's BHCT care manager with significant case developments that may impact public safety or the patient's program status, including, but not limited to adverse termination and program completion.
- j. Incorporate utilization of certified, peer support specialists as part of the service delivery team. Each peer support specialist shall carry a caseload of no more than twenty-five (25) patients.
- k. Demonstrate that the services offered are dual diagnosis capable or enhanced.
- l. Provide access to self-help groups.
- m. For those individuals referred to treatment who have positive nicotine screening results, provide appropriate assessment and treatment options.
- n. Provide all services in conformity with the most recent edition of the ADMH's Administrative Regulations for delivery of mental health and substance abuse treatment services at <http://www.alabamaadministrativecode.state.al.us/docs/mhlth/index.html>.

G. GENERAL REQUIREMENTS FOR PARTICIPATION

- 1. Applicants shall have a minimum of two years' experience providing treatment services for mental illnesses or substance use disorders and/or recovery support services.
- 2. Applicants shall be:
 - a. Certified, and in good standing, by ADMH as a community mental health center and/or to provide treatment of substance use disorders, pursuant to ADMH regulations published in the Alabama Administrative Code, Chapter 580; or
 - b. Otherwise authorized by law to provide licensed professional services or recovery support services that do not require certification by ADMH or licensure by the State of Alabama.
- 3. As appropriate, the selected contractor will be required to enroll as a Medicaid provider. All provider claims will be screened for Medicaid payment eligibility and processed for payment as appropriate.
- 4. All aspects of service delivery shall be responsive to the background, culture, language, and age of the program's participants.
- 5. Referrals to the BHCT shall be based on ABPP officers' use of the ORAS and approved behavioral health screeners to identify potential needs/disorders. Referrals shall receive

priority access to care and shall not be denied access to services as specified by ADMH Administrative Code 580-9-44-.12(9)(a) and 580-9-44-.12(10).

6. To facilitate timely admission to the program and access to all related services, language assistance shall be provided for individuals who have limited English proficiency and/or other communication needs at no cost to them. This includes:
 - a. Clearly informing all individuals of the availability of language assistance services in their preferred language, verbally and in writing;
 - b. Ensuring the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided; and
 - c. Providing easy-to-understand print and multimedia materials and signage in the languages commonly used by the populations in the service area.
8. Prior to service implementation contractors must:
 - a. Receive ABPP/ADMH written approval for use of specific curricula for each level of care and/or service planned to ensure utilization of evidence-based practices specific to criminal justice populations with behavioral health disorders;
 - b. Document applicable experience, training, education, licensure, certification and/or other specified qualifications of individuals providing the selected evidence-based practices;
 - c. Document written policies and procedures to ensure that all personnel meet and remain current on credentials required for certification, licensure, job performance and service delivery as specified by Alabama state law, and as further established by the selected evidence-based practice.
9. Certified peer specialists shall be employed and understood to be a mandatory and meaningful component of the contractor's workforce.
10. The selected contractor must ensure the participation of the agency's staff in all training required by ABPP and ADMH as relevant to attainment of the goals for this initiative. This requirement includes documentation of eight (8) hours of annual clinical staff training on evidence-based practices for justice-involved individuals with behavioral health disorders that has been approved by ABPP/ADMH. ADMH and ABPP will provide training opportunities at no cost to clinical staff employed by approved providers.
11. A clinical/service record must be maintained for each person enrolled in the program.
12. Length of stay in the treatment program shall be based upon the needs of each patient as established through ongoing assessment, treatment planning, and progress monitoring.
13. The selected contractor will maintain a data collection and reporting process that is responsive to all data requests within the timeframe and manner prescribed by ABPP and ADMH. The data collection and reporting process shall function to:
 - a. Produce data required for reporting of the National Outcome Measures (NOMS) as defined by SAMHSA;

- b. Provide a mechanism for monitoring the efficiency and effectiveness of the services provided in response to this RFP; and
 - c. Provide measures for ABPP/ADMH's evaluation of progress toward the goals established for this initiative.
14. The selected contractor must submit required monthly data on the last day of each month and required annual data within 30 days of the end of the fiscal year to the designated recipient using the ABPP/ADMH approved form and format. Such data includes, but is not limited to: number of referrals, number and outcome of assessments, and percentage of admissions (by demographic category), average wait time from referral to assessment, average wait time for those with positive assessments to program admission, number of successful discharges from primary treatment to aftercare, number (and type) of adverse terminations, etc., as well as those data reporting requirements for payment to be issued as specified in **APPENDIX A**. Data that can be secured through AS AIS or through the ACSIS/CDR will be utilized; otherwise, manual reporting will be required.
 15. As according to procedures established by ADMH, data collection and reporting by the selected contractor shall begin with initial client contact and continue for a period of twelve (12) months post discharge from treatment.
 16. The selected contractor will be expected to promptly assist program participants in applying for Medicaid, Health Insurance, and other public assistance programs provided by Federal, State, or local governments, as well as, child support, if applicable.
 17. Neither the selected contractor nor its principles shall presently be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receipt of Federal, state, or local government funding.
 18. No program fees may be charged by the selected contractor to participants whose family income is equal to 130% of the Federal Poverty Level or less, as indicated by the sliding fee schedule provided in **APPENDIX C**.
 19. The selected contractor will be required to execute a contract with ADMH, indicating understanding and agreement with the terms specified, therein.
 20. Service implementation shall begin within sixty (60) days after the date of full execution of the ADMH Contract, unless extended with approval from ADMH/ABPP for good cause.
 21. Only one proposal may be submitted by each Applicant Organization, although the proposal may cover multiple service areas.
 22. Submission of the proposal establishes the Applicant's agreement for ADMH and/or ABPP to make any contacts it deems necessary to confirm the organization's experience and ability to perform the work specified in this RFP.
 23. The issuance of this RFP neither commits the ADMH, its officers, employees, or agents to award a contract, to pay any costs incurred in the preparation of a proposal or

subsequent negotiations, nor to procure a contract for the proposed services. ADMH reserves the right to reject or accept any or all proposals or any portion, thereof, to cancel in part or in its entirety this RFP, or to delay implementation of any resulting contract, as may be necessary to meet its funding limitations or processing constraints.

H. SUBMISSION SPECIFICATIONS

1. Technical Formatting Requirements

Proposals shall be submitted in the following format to qualify for review:

- a. Proposals shall be received by the established deadline.
- b. Proposals shall be responsive to this RFP and include sufficient information for review.
- c. Proposal pages shall be typed on white 8.5" x 11" paper in black ink, single-spaced, using the Times New Roman twelve (12) point font. All margins (left, right, top, and bottom) shall be equal to one inch (1").
- d. Each page of the proposal shall be sequentially numbered, beginning with the Cover Page and ending with the final page of Exhibits.
- e. **Option 1** proposals to provide BHCTs shall be assembled in the following order:

SECTION I.	Cover Page
SECTION II.	Assurance of Understanding of Requirements for Participation
SECTION III.	Table of Contents
SECTION IV.	Profile of Applicant Organization
SECTION V.	Program Description
SECTION VII.	Personnel
SECTION VIII.	Clarification/Exceptions or Deviations
SECTION IX.	Funding Strategy, Request and Narrative Justification
SECTION XI.	Exhibit 1: Organizational Chart of Applicant Agency
	Exhibit 2: Governing Body Listing and Details
	Exhibit 3: Management Team Listing and Details
	Exhibit 4: Listing of Sub-Contracts and MOUs
	Exhibit 5: Service Responsibility Delineation
	Exhibit 6: Program Implementation Plan
	Exhibit 7: BHCT Organizational Chart
	Exhibit 8: Funding Request
	Exhibit 9: Financial Practices Survey

The proposal for **Option 1** shall not exceed thirty (30) pages, exclusive of the required exhibits.

- f. **Option 2** proposals for the provision of services to support BHCT referrals shall be assembled in the following order:

SECTION I.	Cover Page
SECTION II.	Assurance of Understanding of General Requirements for Participation
SECTION III.	Table of Contents
SECTION IV.	Profile of Applicant Organization
SECTION VI.	Letter of Agreement
SECTION VIII.	Clarification/Exceptions or Deviations
SECTION X.	Financial Practices Survey
SECTION XI.	Exhibit 1: Organizational Chart of Applicant Agency
	Exhibit 2: Governing Body Listing and Details
	Exhibit 3: Management Team Listing and Details
	Exhibit 9: Financial Practices Survey

2. SECTION I - Cover Page (Option 1 and Option 2)

The Proposal Cover Page must include the following information:

- a. Title of proposal:
 - i. Behavioral Health Treatment Services for Local Parolees, Probationers, and Mandatory Releases under Supervision of the Alabama Board of Pardons and Paroles - **Option 1**; or
 - ii. Behavioral Health Treatment Services for Local Parolees, Probationers, and Mandatory Releases under Supervision of the Alabama Board of Pardons and Paroles - **Option 2**.
- b. Legal name of applicant organization.
- c. Applicant's legal business organizational structure.
- d. Applicant's address, telephone and FAX numbers.
- e. Applicant's website address.
- f. Applicant's contact for the proposal: Name, Address, Telephone, FAX, Email Address.
- g. Specific service areas, from those listed in **Section B.3.**, to be covered by the proposal.
- h. Signature of the president or secretary of the applicant's governing body.
- i. Date of submission.

3. **SECTION II - Assurance of Understanding of the Requirements for Participation (Option 1 and Option 2)**

The president or secretary of the Applicant Organization's governing body must provide ADMH with written assurance that the Applicant Organization:

- a. Understands the general requirements to qualify to provide the proposed program, as specified in **Sections F and G** of this RFP; and
- b. Has the experience and capacity to implement the program components specified in **Section F** of this RFP (**Required Statement of Assurance and Understanding provided in APPENDIX E**).

4. **SECTION III - Table of Contents (Option 1 and Option 2)**

The table of contents shall identify each proposal component in the order listed, as specified in **Section H.1.e.** for **Option 1** and **Section H.1.f** for **Option 2**, and by sequential page number. Each specific Exhibit shall be identified in the table of contents by Exhibit number, name, and page number.

5. **SECTION IV - Profile of Applicant Organization (Option 1 and Option 2)**

The Applicant shall provide sufficient information for ADMH to determine that the company has the knowledge, skills, abilities, and resources to provide the services specified in this proposal. At a minimum, this information shall include:

- a. The Applicant's legal business name and legal organizational structure.
- a. A brief history of the organization, including:
 - Number of years in business under the present business name, and under other business names.
 - Services provided.
 - A summary of demographic and clinical profiles of individuals currently served, average length of time in treatment, and numbers served annually.
 - Current service locations, with the physical address and services offered at each site.
 - Number of years providing services for the target population specified in this RFP.
 - A copy of the Applicant's current organizational chart, indicating the number of FTEs per title (**Include as EXHIBIT 1**).

- A list of all members of the Applicant’s governing body, indicating terms of office and home or business address. Also indicate whether any members are officers, agents, or employees of the Applicant organization (**Include as EXHIBIT 2**).
 - A list of the organization’s management team, including, at a minimum, the Executive Director, Clinical Director, Medical Director, and Departmental or Divisional Directors/ Coordinators; employment status (full-time, part-time, consultant, independent contractor, volunteer, etc.); and the length of time employed. (**Include as EXHIBIT 3**).
- c. A list and description of similar work, as that specified in this RFP, performed for other state agencies or related organizations, including the names of these entities.
 - d. Explanation of how ADMH and ABPP will benefit if the Applicant is selected to perform the work specified in this RFP.
 - e. Identification and explanation of any past or current litigation, governmental, or regulatory action, including debarment, suspension, exclusion, or contract termination, involving the Applicant organization, it’s staff, and/or members of its governing body.

6. **SECTION V – Program Description (Option 1 Only)**

- a. Describe why attention to criminogenic factors is important relative to treatment of mental illnesses and substance use disorders.
- b. Describe how the applicant organization will comply with the “Scope of Work” specified in **Section E**. **In this regard, a thorough response shall be provided to each section below:**
 - i. Describe the organizational structure of the BHCT, including team leadership, members of the team, and roles and responsibilities of each team member.
 - ii. Identify the geographic location of the BHCT and its geographic service area(s) (**Area 1, Area 2, Area 3, and/or Area 4**).
 - iii. Describe the strategies to be utilized to ensure the needs of individuals living in each county of the specified service area will be addressed. Describe how the BHCT will provide for an immediate response to all requests (including weekends and holidays) received from the local, supervising probation and parole officer.
 - iv. Describe the BHCT’s assessment process. At a minimum, identify how priority access to assessments will be provided, assessment instruments utilized, and who will conduct the assessments. The assessment process must include a screen for nicotine dependence.
 - v. Describe any planned use of telemedicine.
 - vi. Describe the strategies to be utilized to ensure the program is, at all levels, responsive to background, gender, age, and the diverse cultural beliefs and practices of participants.

- vii. Describe the policies, practices, and dedicated resources to be used to efficiently and effectively respond to patients that need linguistic assistance. This requirement includes individuals with limited English proficiency, who have low literacy skills or are not literate, who have disabilities, or those who are deaf or hard of hearing.
- viii. Describe the BHCT's referral process. Include in this description the process planned to provide timely, seamless and warm transfer from assessment to the next level of care.
- ix. Please list (1) all ADMH substance abuse and mental health agencies with which you have obtained, or plan to obtain, a sub-contract relative to this proposal; and (2) all other MOUs secured relative to addressing the holistic needs of individuals participating in this initiative (Include as **Exhibit 4**).
- x. List all services, from those listed in **Section F.1.d**, that will be provided by the applicant organization and those to be provided by another mental health or substance abuse services delivery entity (please specify the name of the entity) (Include as **Exhibit 5**).
- xi. Describe the strategies planned to specifically address, in all programming and services, patients' criminogenic needs such as criminal thinking, criminal peers/associates, and self-control/problem-solving skills, in addition to other assessed needs. Identify specific, evidence-based practices to be utilized in this regard.
- xii. Describe strategies to be utilized to address the needs of individuals who have a co-occurring mental illness and substance use disorder.
- xiii. Describe the strategies planned to address the needs of individuals whose assessments indicate medication assisted treatment for addiction and/or mental illness is required.
- xiv. Provide details of the planned care management process from the point of initial patient engagement through 12 months post discharge.
- xv. Provide details of the planned use of certified peer specialists as part of the BHCT.
- xvi. Describe planned strategies to provide routine, monthly case collaboration with each individual's identified ABPP supervising officer throughout the treatment process and to relay to the officer any significant case developments that may impact public safety or the patient's status in the program, including adverse termination and program completion.
- c. Describe the organization's capabilities for reporting data to assess attainment of the initiative's goals.
- d. Provide a **Program Implementation Plan** that incorporates a phase-in timeline, with timeframes (days, weeks, months) and corresponding descriptions of the activities that must take place prior to the initiation of services by the BHCT (include as **EXHIBIT 6**).
- e. Fully explain any planned sub-contractual arrangements for assistance in the provision of the proposed services. Identify planned sub-contractors and the services to be provided.
- f. Identify any anticipated barriers, challenges, etc. relative to the proposal requirements and plans to address such.

7. **SECTION VI – Letter of Agreement (Option 2 Only)**

Provide the completed Letter of Agreement, as specified in **APPENDIX D**, here.

8. **SECTION VII – Personnel (Option 1 Only)**

- a. Provide a summary of the knowledge and experience of the organization's leadership relative to the provision of evidence-based services for the target population.
- b. Submit an organizational chart for the proposed BHCT along with a narrative explanation of the staffing plan. Clearly distinguish full-time, part-time, contract employees, and volunteers, as well as existing staff and new hires required to accommodate the staffing needs of the proposed program. (Include the BHCT Organization Chart as **EXHIBIT 7**).
- c. If the proposed program will utilize any personnel that will be shared with, or co-assigned to other programs, describe this arrangement. Identify each position to be shared, along with the percentage of the staff's time assigned to the proposed program.
- d. Describe the planned use of volunteers in delivery of the proposed services.
- e. Describe quality assurance measures that will be employed to ensure service requirements are met for all types of staffing, personnel, and volunteers as described in application, including any methods of contractual oversight protocol.
- f. Describe the Applicant's plans for:
 - i. Clinical supervision;
 - ii. Staff development and training; and
 - iii. Ongoing assessment of staff competency.

9. **SECTION VIII - Clarifications, Exceptions or Deviations (Option 1 and 2)**

- a. The Applicant shall provide a detailed explanation of any information submitted in its response for which there is a need for clarification, and/or for each exception or deviation from the requirements of the RFP. If the respondent proposes no clarification, exception, or deviation, a statement to that effect shall be entered in this section.
- b. Acceptance of clarifications, exceptions and deviations is within the sole discretion of the ADMH Associate Commissioner for Mental Health and Substance Abuse Services.

10. **SECTION IX - Funding Strategy and Request (Option 1 Only)**

- a. The Applicant shall provide a written explanation of its plans to maximize available revenue streams to support the operations of the proposed program. Identify each potential source of funding and/or other resources, describe the strategies to be used to access these fund/resources, and specify the amount of funds or value of other resources expected to be generated on an annual basis.

- b. Complete and attach the Funding Request found in **APPENDIX F** and attach to the proposal as **EXHIBIT 8**. Signature should be provided by an authorized representative of the Applicant's governing body. A detailed narrative justification of the funding request shall be included in **EXHIBIT 8**.
- c. Complete and attach the Financial Practices Survey found in **APPENDIX G** and attach as **EXHIBIT 9**.

11. **SECTION X – Financial Practices (Option 2 Only)**

Complete and attach the Financial Practices Survey found in **APPENDIX G** and attach as **Exhibit 9**.

12. **SECTION XI – Exhibits**

The Applicant shall clearly label each **EXHIBIT**, specifying the **EXHIBIT** number and name.

I. BASIS OF AWARD

1. ADMH intends to offer contracts to applicants whose proposals best demonstrate the organizational capability to provide quality services that meet the terms and conditions specified in this RFP.
2. ADMH reserves the right to reject any or all proposals in whole or in part, to advertise for new proposals; to abandon the need for such services; and to cancel this RFP, if any such actions are in the best interest of the State.
3. All proposals submitted in response to this RFP will be screened by the ADMH Office of Contracts and Purchasing to establish technical compliance and completion. Applications that are not in compliance with each screening criterion below will not be reviewed. Screening criteria to assess eligibility for formal review is as follows:
 - a. The proposal has been properly formatted, as according to instructions provided in this RFP;
 - b. All required Exhibits have been included;
 - c. The Statement of Assurance has been properly executed by a member of the governing body;
 - d. The Funding Request, as applicable, has been properly executed by a member of the governing body; and
 - e. The proposal was received on or before the submission deadline.
4. Proposals remaining after completion of the screening process will be evaluated by a review team consisting of a minimum of three individuals who have expertise in the provision of treatment services for offenders who have substance use disorders and

mental illnesses and at least two representatives from ABPP. Each proposal will be scored and ranked on the basis of the following criteria:

- a. Understanding of and responsiveness to the RFP;
 - b. Organizational experience serving the target population;
 - c. Quality, completeness, and responsiveness of the Program Description relative to the needs of the target population;
 - d. Readiness to implement the proposed services;
 - e. Quality and appropriateness of the staffing plan relative to the needs of the target population; and
 - f. Appropriateness of funding request, fiscal controls, and accountability.
5. Proposals will be independently reviewed and scored by each member of the review team.
 6. For **Option 1, Table 2** provides point values that may be assigned to each of the six (6) proposal evaluation criteria, along with key questions for consideration by the review team to aid in determining a point assignment. **Option 1** proposal scores may range from 0 to 100 points.
 7. For **Option 2, Table 3** provides point values that may be assigned to each of the three (3) proposal evaluation criteria, along with key questions for consideration by the review team to aid in determining a point assignment. **Option 2** proposal scores may range from 0 to 40 points.
 8. An aggregate score for each proposal will be established by the ADMH Office of Contracts and Purchasing by adding the scores assigned by each member of the evaluation team. Proposals will then be ranked per each Option, according to their numerical scores and submitted to the Associate Commissioner for Mental Health and Substance Abuse Services for further review and funding consideration subject to approval from ABPP.
 9. With approval from ABPP, the Associate Commissioner will review the rankings of the Review Committee and may select Applicants for reference checks. The Associate Commissioner, with ABPP approval, is also authorized to:
 - a. Conduct any investigation as necessary to verify the qualifications and performance history of an Applicant;
 - b. Negotiate as to any aspect of the proposal with the Applicant, and negotiate with more than one Applicant Organization at a time;
 - c. Waive or seek clarification on any information, irregularities, or inconsistencies in proposals received;
 - d. Select the successful Applicant(s) for award;
 - e. Reject any and all proposals received in response to this RFP; and
 - f. Award multiple contracts, or not award a contract, as a result of this RFP.

10. When contract negotiations have been successfully concluded, each Applicant will receive written notification of the review and funding status of its proposal.

TABLE 2 – Option 1 Only

Scoring Criteria and Evaluation Questions	Potential Points
<p>Understanding of and Responsiveness to the Request for Proposal</p> <ul style="list-style-type: none"> ▪ Does the proposal clearly articulate an understanding of the concept of the operation of a BHCT for the specified target population? ▪ Does the information provided in the proposal correspond to the information requested? ▪ Is the information provided in the proposal articulated in a clear and concise manner? ▪ What impact will any proposed deviations or exceptions have on the target population? 	<p>0-15</p>
<p>Organizational Experience Serving the Target Population</p> <ul style="list-style-type: none"> ▪ Has the Applicant documented experience in serving the target population? ▪ Are the proposed benefits to ADMH for the selection of this Applicant to provide the work realistic? ▪ Does the Applicant have adequate resources to perform the required work? ▪ Does the Applicant have a history of successfully performing the required work? 	<p>0-15</p>
<p>Quality, Completeness, and Responsiveness of the Program Description Relative to the Needs of the Target Population</p> <ul style="list-style-type: none"> ▪ Are the services planned and organized in a manner to support attainment of the project's goals? ▪ Is there an adequate organizational structure proposed to provide the target population with priority access to care and to meet the required service delivery timeframes. ▪ Are the specific evidence-based practices to be utilized clearly articulated in the proposal? ▪ Are best practices relative to the target population identifiable in the proposed services? ▪ Are the needs of individuals who have co-occurring mental illnesses and substance use disorders adequately addressed? ▪ Is cultural competency clearly distinguishable throughout each aspect of the service description? ▪ Is linguistic competency clearly distinguishable throughout each aspect of the scope of work? ▪ Is there an adequate description of the BHCT's responsibilities after completion of the assessment process? ▪ Does the proposal contain a realistic process to assure the availability of medication assisted treatment including Methadone? 	<p>0-30</p>

Readiness to Implement Proposed Services <ul style="list-style-type: none"> ▪ Does the proposal illustrate that the program can be operational within sixty (60) days of a contract award? ▪ Does the implementation plan provide realistic targets in relation to the tasks to be performed? 	0-15
Quality and Appropriateness of Staffing Plan <ul style="list-style-type: none"> ▪ Does the proposed staffing pattern reflect the needs of the target population? ▪ Is there compatibility between the number of staff proposed and the projected number patients to be served? ▪ Are the plans for clinical supervision, training, and competency assessment adequate to assure quality service delivery? ▪ Does the staffing plan reflect adequate staff to accomplish the program's data and reporting functions? ▪ Is the Applicant's proposal for the use of peers compatible with best practices? ▪ Does the proposed medical/clinical staff configuration meet the requirements for the provision of Medicaid eligible services? 	0-15
Appropriateness of Funding Request, Fiscal Controls, and Accountability <ul style="list-style-type: none"> ▪ Is the funding request realistic in relation to the number of clients expected to be served? ▪ Does the budget justification reflect the realities of reimbursement on a fee-for-service basis? ▪ Is the funding request realistic in relation to the proposed services? ▪ Is the Applicant's financial system robust enough to manage the resources required for the operation of the program? ▪ Does the Applicant's accounting system provide the necessary controls to safeguard the program's resources and prevent /detect errors? ▪ Are the budget projections for other funds and resources realistic in relation to the number of clients projected? 	0-10
TOTAL POTENTIAL POINTS	0-100

TABLE 3 – Option 2 Only

Scoring Criteria and Evaluation Questions	Potential Points
Understanding of and Responsiveness to the Request for Proposal <ul style="list-style-type: none"> ▪ Does the information provided in the proposal correspond to the information requested? ▪ Is the information provided in the proposal articulated in a clear and concise manner? ▪ What impact will any proposed deviations or exceptions have on the target population? 	0-15
Organizational Experience Serving the Target Population	0-15

<ul style="list-style-type: none"> ▪ Has the Applicant documented experience in serving the target population? ▪ Are the proposed benefits to ADMH for the selection of this Applicant to provide the work realistic? ▪ Does the Applicant have adequate resources to perform the required work? ▪ Does the Applicant have a history of successfully performing the required work? 	
Appropriateness of Funding Request, Fiscal Controls, and Accountability <ul style="list-style-type: none"> ▪ Is the Applicant's financial system robust enough to manage the resources required for the operation of the program? ▪ Does the Applicant's accounting system provide the necessary controls to safeguard the program's resources and prevent /detect errors? 	0-10
TOTAL POTENTIAL POINTS	0-40

DEFINITIONS

The following terms have the explicit meaning stated as put forth in the ADMH RFP:

Behavioral Health Treatment Services for Local Parolees, Probationers and Mandatory Releases under Supervision of the Alabama Board of Pardons and Paroles.

1. **Behavioral Health Assessment** – An initial clinical evaluation of a patient’s need for mental health and/or substance abuse treatment services as requested by the Alabama Board of Pardons and Parole. This evaluation will examine the individual’s presenting psychological and social functioning status, physical and medical condition, and need for additional evaluation, treatment, or recovery support services. Evaluation may incorporate the use of play equipment, physical devices, language interpreter, or other aids to enhance therapeutic interaction. Key service functions include the following:
 - a. A clinical interview with the patient and/or family members, legal guardian, or significant other;
 - b. Screening for needed medical, psychiatric, or neurological assessment, as well as other specialized evaluations;
 - c. A brief mental status evaluation;
 - d. Review of the patient’s presenting problem, symptoms, functional deficits, and history;
 - e. Initial diagnostic formulation;
 - f. Development of an initial treatment plan for subsequent treatment and/or evaluation;
 - g. Referral to other medical, professional, or community services as indicated
2. **Behavioral Health Care Team (BHCT)** – A model for delivery of behavioral health services that provides a group approach to the provision of comprehensive person-centered care. At a minimum the team consists of the following members:
 - a. A behavioral health assessment professional (masters level);
 - b. A care manager (masters level); and
 - c. A peer support specialist (certified by ADMH)

The BHCT assumes primary responsibility for management and monitoring of all care provided for individuals referred from the Alabama Board of Pardons and Parole for this RFP initiative.

3. **Care Management** – The process utilized and steps taken to ensure that a patient receives needed services in a supportive, effective, efficient, and timely manner. Care management emphasizes prevention, continuity of care and coordination of care, which advocates for, and links patients to, services as necessary across providers and settings. Care management is driven by quality-based outcomes such as those specified in the RFP:
 8. Reduce recidivism among ABPP’s supervised felony offender population;
 9. Decrease the harmful use and related consequences of prescription and illicit drugs, alcohol, and nicotine;
 10. Decrease mental illness symptoms;

11. Improve mental and physical health by transforming criminal thinking, attitudes, values, and beliefs;
12. Increase substance abuse treatment retention; and
13. Increase family and community social supports.

At a minimum, care management functions include, but are not limited to:

- a. Monitoring of a patient's risk factors;
 - b. Development and management of a service plan of care;
 - c. Referrals and assistance to ensure timely access to providers;
 - d. Coordination of care actively linking the patient to providers, medical services, residential, social, behavioral, and other support services when needed;
 - e. Facilitating continuity of care; and
 - f. Follow-up and documentation.
4. **Care Management Caseload** – Twenty-five (25) patients per Care Manager.
 5. **Certified Peer Support Specialist** – A person with direct lived mental health and/or additions experience, and who has completed the ADMH training and certification process for peer specialists. The certified peer support specialist on the BHCT will function primarily to support the daily efforts of assigned patients to reintegrate into the community, navigate crisis situations, and develop skills to function without reoffending. Duties include motivational enhancement, assistance in establishment of social supports, the provision of peer education relative to mental illnesses or substance use disorders, assistance in independent living and service delivery system navigation, which includes helping the patient to obtain medications, housing, employment, applying for benefits, shopping, paying bills, securing official documents, and other services as may be identified and/or needed.
 6. **Evidence-Based Behavioral Health Services** – Interventions that have been rigorously tested, have yielded consistent, replicable results, and have proven safe, beneficial, and effective for criminal justice involved individuals diagnosed with mental illnesses and substance use disorders.
 7. **Peer Support Services** – Recovery support services provided by individuals who have common life experiences, i.e. mental illnesses and/or substance use disorders, with the people they are serving
 8. **Recovery Support Services** – Services designed to help people enter into and navigate systems of care, remove barriers to recovery, stay engaged in the recovery process, and live full lives in communities of their choice.
 9. **Social Supports** – Friends, family, co-workers, self-help groups, and other resources that can be accessed to provide physical and emotional comfort when needed.
 10. **Treatment** – The application of professionally planned, managed, administered, or monitored clinical procedures or evidenced-based interventions to identify, stabilize,

minimize, or alleviate the harmful consequences of substance use or mental or emotional disorders, and to restore impaired health and functionality relative to such.

11. **Warm Hand-Off** - The steps taken to ensure that patients are directly linked, face-to-face, from one level of care to another level of care that provides the services they want and need.

APPENDIX A
INTERAGENCY AGREEMENT
BETWEEN
THE ALABAMA DEPARTMENT OF MENTAL HEALTH
AND
THE ALABAMA BOARD OF PARDONS AND PAROLES

THIS INTERAGENCY AGREEMENT is made and entered into on this 23rd day of August, 2016, by and between the Alabama Department of Mental Health (“DMH”) and the Alabama Board of Pardons and Paroles (“ABPP”). The purpose of this Agreement is establish a framework for DMH, by and through contracts with local providers, to provide behavioral health, mental health, and substance abuse treatment, programming, and related services for probationers, parolees, and individual supervised by ABPP on mandatory release who are referred for treatment as specified herein.

WHEREAS, the State of Alabama has provided funding through a justice reinvestment initiative (“JR”) to ABPP for the provision of treatment and programming to criminal offenders under supervision in the community; and

WHEREAS, DMH and ABPP seek to collaborate and derive mutual benefit from each agency's respective area of expertise in furtherance of the state's JR investment to ensure the best and most efficient use of state JR funds allocated to programming and treatment; and

WHEREAS, ABPP has statutory authority to enter into contracts pursuant to Alabama Code Section I 5-22-24(d) and DMH has similar statutory authority pursuant to Alabama Code Section 22-50-11.

NOW, THEREFORE, DMH and ABPP, intending to be mutually bound and in consideration of the mutual covenants and stipulations set forth herein, hereby agree to the following:

1. This Agreement shall commence on August 1, 2016. This Agreement shall continue through September 30, 2017, unless extended, cancelled, or otherwise modified as hereinafter provided.
2. DMH agrees to issue a Request for Proposals (RFP), with prior approval from ABPP, for behavioral health, mental health, and substance abuse treatment, programming, and related services for probationers, parolees, and individuals supervised by ABPP on mandatory release. Multiple contracts may be awarded by DMH under a single RFP with approval of ABPP for each contract.
3. DMH agrees to award contracts, with prior approval of ABPP, to local providers in areas of the state designated and approved by ABPP, primarily for those locations

lacking Community Corrections Programs, for the provision of said services.

4. Services will be provided through contracts awarded to successful “Behavioral Health Care Teams,” which will be mutually defined under this Agreement as: local contract providers, offering comprehensive, behavioral health care to individuals with mental health and/or substance use disorders, including individuals with co-occurring or multiple disorders, in a clinical approach that includes the client as a whole-person concept, integration of primary and behavioral health care providers, involvement of family members as appropriate, and linkages to community supports and resources. BHCTs may be established as a single entity or through a sub-contractual relationship.
5. DMH will monitor the provision of said services by local providers to ensure consistency with applicable certification standards and contract terms for any awarded contract.
6. ABPP supervising probation and parole officers in the field will make referrals to local providers with awarded contracts (BHCTs) based on their use of approved “screeners” for substance abuse and mental health needs. For purposes of this Agreement, the agencies agree to use of the UNCOPE for substance abuse screening and the Correctional Mental Health Screens (CMHS) for mental illness screening. Only clients with needs so identified will be referred for services under this Agreement and only such referrals will be payable out of “ABPP JR Funds” as defined below.
7. DMH will provide training to ABPP probation and parole officers on the approved screening tools.
8. DMH agrees to process all claims submitted by local providers (BCTTTs) in accordance with established payment systems within the department to allow for all applicable Medicaid, federal block grant, DMH funds, and/or other non-ABPP funds to be exhausted before billing the ABPP as put forth in Section 9 below.
9. ABPP JR Funds: A BPP agrees to transfer up to \$4,000,000.00 per contract year to DMH for the provision of services under this Agreement. Funds will be paid by ABPP to DMH on a quarterly basis upon the receipt of invoices from DMH, specifying the actual services rendered and amount due for rendered services during the applicable quarter. The intent of the parties to this Agreement is a “cost neutral” Impact to DMH in that DMH should continue covering costs DMH would have been responsible for covering, but for this Agreement, and ABPP JR Funds will cover additional costs incurred to serve the target JR supervised offender population, which will be referred by ABPP for services to contract providers pursuant to the RFP (in Section 2 above) and any awarded contracts thereunder. ABPP JR Funds may be used by DMH as follows:
 - a. To reimburse local providers for the provision of services for “new” individuals

- referred from ABPP, not enrolled in the local program prior to execution of the provider's contract specific to this Agreement, and whose services DMH was not covering with available DMH funds prior to this Agreement. Reimbursement includes payment to providers for any "enhanced rates" charged for ensuring ABPP referrals, whether constituting new individuals or those already covered by DMH prior to this Agreement, receive prompt assessment and other services pursuant to the terms of the Section 2 RFP. Any enhancements invoiced to and paid by ABPP for DMH covered individuals will be limited to the enhancement only and will not include costs already covered by DMH prior to this agreement.
- b. As Medicaid state match for services provided only for new individuals referred from ABPP, not enrolled in the local program prior to execution of the provider's contract specific to this Agreement and whose services DMH was not covering with available DMH funds prior to this Agreement.
 - c. Negotiated "start-up" costs for BHCTs, but only as approved by ABPP on a case-by-case basis after receipt of satisfactory, itemized justification.
 - d. ABPP approved training provided to clinical staff beyond the scope of available DMH resources, but not to exceed \$20,000.00 of JR Funds per contract year.
10. DMH will maintain and provide to ABPP data on all services provided under each contract awarded under the scope of this Agreement to include the: name of each client served, PR Number of client (as provided by ABPP at the time of referral), date of referral from ABPP, name and office of the referring ABPP probation and parole officer, date of service delivered, type of service delivered, unit of service delivered, fees, if any, paid by client, Medicaid, federal block grant, DMH funds, and/or other non - ABPP funds paid for part of all of services rendered to client referred by ABPP, and ABPP JR funds to be paid, if any, for part or all of services rendered to client referred by ABPP. All information specified in this term will be required for ABPP to provide payment for actual services rendered and charged to ADPP by DMH under the terms of this Agreement. To the extent that such data and information must be collected from local providers, any awarded contract must require compliance with this term, and DMH will be responsible for ensuring compliance before any funds will be transferred from ABPP to DMH.
11. Fees chargeable to clients by local providers will be pursuant to a standardized sliding fee schedule established by DMH and approved by ABPP and such will be included in any awarded contract under the scope of this Agreement so that clients with the ability to pay may contribute to the cost of services provided to them, but clients without the ability to pay may also receive needed services. Costs paid by clients shall not be invoiced to or reimbursed by ABPP.
12. ABPP will issue payment to DMH in a form approved by both parties and in a timely manner.

13. Duty of confidentiality and responsibility to uphold ABPP statutory privileges: Case-level data received, collected, and transferred under this Agreement, as well as under any contract awarded to local providers under the scope of this Agreement, shall be treated as private, confidential information. Data shall not be copied or reproduced for sources outside of this Agreement in any manner without prior permission of ABPP. Data shall not be furnished to any other agency or individual unless permission is first received from ABPP and the third party executes a separate agreement with ABPP. DMH understands and agrees that ABPP's parole files, data, and records are subject to an absolute governmental privilege, which the Board has a duty to uphold. *See* Ala. Code Section 15-22-36(b)(1975); *Ex parte Alabama Board of Pardons and Paroles*, 814 So. 2d 870, 873 (Ala. 2001) (holding that section 15-22-36(b) "clearly and unambiguously establishes an absolute privilege that the Board is legally bound to obey"): *see also* Ala. Op. Atty. Gen. No. 2002-143 (the Board's absolute governmental privilege applies even to other State of Alabama law enforcement agencies, departments, entities, etc.). The Board has no authority to waive this absolute privilege. Access to the records, data, reports, etc., of the Board's probation officers is likewise privileged and restricted from release by Alabama Code Section 15-22-53 ("all reports, records and data assembled by any probation officer and referred to the court shall be privileged and shall not be available for public inspection *except upon order of the court to which the same was referred.*") (emphasis added). Only the sentencing judge in a probation case has authority to waive the privilege governing those probation reports, records, and data maintained by ABPP for the probation court. The ABPP's abovementioned privileges are unique to those privileges belonging to other Alabama State agencies and departments and DMH understands those privileges and agrees that for purposes of this Agreement, DMH and any contract provider awarded a contract under the scope of this Agreement will be made and considered an "agent of the Board" and, as such, will be subject to the above mentioned privileges. DMH expressly agrees to assume the Board's duty to uphold said privileges and require the same of any provider awarded a contract under the scope of this Agreement. DMH further understands and agrees that its officers, agents, employees, contractors - including any local providers (BHCTs) awarded a contract under this Agreement, as well as any grantees or volunteers who will have access to specific ABPP data, files, and records under the terms of this Agreement, will be required to sign the attached "Acknowledgement of Responsibility to Uphold Statutory Privileges Governing Alabama Board of Pardons and Paroles Files and Records" form and submit the same to ABPP (**ATTACHMENT 1**).
14. Either party may terminate this Agreement upon receiving thirty (30) calendar days written notice to the other party for any reason whatsoever.
15. The failure of either party to abide by and comply with the term and conditions of this Agreement shall provide grounds for the immediate termination of this Agreement. At any time upon the default of a party of its obligations under this Agreement, the other party may give written notice to the defaulting party of the nature of the default and expected remedy. The defaulting party shall respond in writing to the noticing party

within ten (10) days of receipt of the written notice of default; however, this provision shall in no way limit a party from seeking immediate termination for default.

16. The ABPP and DMH are separate and distinct State agencies. The relationship established herein is purely contractual. Employees of the parties *are* not considered to be officers, agents, servants, or employees of the other party and each agency takes responsibility only for the acts and omissions of its employees.
17. For any and all disputes arising under or relating to this Agreement, the Board and DMH shall work together in good faith to resolve the dispute. The parties agree, in compliance with the recommendation of the Governor and the Attorney General of the State of Alabama, when considering the settlement of such disputes, to utilize appropriate forms of non-binding dispute resolution, including, but not limited to, mediation by and through the Alabama Attorney General's Office Division of Administrative Hearings or, where appropriate, private mediators. In the event the parties cannot resolve their dispute, either party shall have the right to request mediation ("Mediation Request") by a neutral and/or disinterested third-party (the "Mediator") who shall be, at a minimum, an attorney licensed to practice law in the State of Alabama at the time of such request. In the event of failure to resolve matters of dispute as stated above, the sole remedy for the settlement of any and all disputes arising under the terms of this Agreement shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.
18. If any provision of this Agreement is declared void, unenforceable, or against public policy, or if any provision shall contravene any state or federal statute or constitutional provision or amendment, either now in effect or which may, during the course of the Agreement, be enacted, such shall be modified to reflect the parties' intention(s) and all remaining provisions shall remain in full force and effect. Invalidation or unenforceability of any part or portion will not invalidate the remaining portions thereof and the remaining portions shall remain in full force and effect, deemed to be written, construed, and enforced as so limited. In any event, this Agreement will be interpreted as far as possible to give effect to the parties' intent.
19. It is agreed that the terms, conditions, and commitments contained herein shall not be constituted a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment XXVI.
20. This Agreement is subject to the appropriation of funds to each party to fulfill obligations laid out herein and will be subject to termination if such funds cease to be available. Should funding or service requirements relative to any executed agreements be altered, those agreements may be amended accordingly. In the event of the proration of the fund from which payment under any agreement is to be made, that agreement will be subject to termination. Each party will use its best efforts to secure sufficient

appropriations to fund any executed contract. Obligations of a party under any executed contract will cease immediately, however, without penalty or further payment being required, if the Alabama Legislature fails to make a sufficient appropriation or if grant money is not received. Each party will determine whether amounts appropriated are sufficient and, will give the other party notice of insufficient funding as soon as practicable after that party becomes aware of the insufficiency and the other party's obligation to perform will cease upon the receipt of such notice.

21. This Agreement shall be governed by the laws of the State of Alabama as to interpretation, construction, and performance. Compliance hereunder will be performed in accordance with applicable state and federal law, statutes, provisions, and regulations, as well as any federal court orders that pertain to the State of Alabama for which ABPP is required to adhere.
22. The DMH understands and agrees that the Board reserves the right to immediately terminate this Agreement if it determines that the safety, health, and/or wellbeing of any probationer, parolee, individual mandatorily released to ABPP supervision, crime victim or other individual has been or is being compromised.
23. The parties hereto understand and agree that this Agreement shall not be assigned to any other person, group, organization, department, agency, entity, etc. without express approval from ABPP in writing.
24. The terms and provisions of this Agreement shall apply to and be binding upon and inure to the benefit of the parties hereto. The failure of either party to insist upon strict compliance with the Agreement's terms and conditions or strict performance hereunder shall not constitute or be construed as a waiver or relinquishment of either party's right to enforce the same in accordance with the Agreement. Any waiver of the terms of this Agreement shall not be valid unless such waiver is in writing and signed by the waiving party. A waiver in one instance shall not be deemed a continuing waiver unless expressly stated in writing, signed by the waiving party. The parties are responsible for total performance.
25. Notwithstanding any provision of this Agreement and any incorporations or amendments hereto, the ABPP does not release or waive, expressly or impliedly its right to assert sovereign immunity or any other affirmative defense/right it may have under law.
26. The parties acknowledge and understand that this Agreement is not effective until it has received all requisite State of Alabama government approvals and service/performance shall not begin until this Agreement is fully executed.
27. This Agreement shall constitute the entire agreement of the parties, and there are no

other promises or conditions whether oral or written, unless otherwise mutually agreed upon, in writing, by the parties.

28. The terms of this Agreement may be amended or modified upon the mutual agreement of both parties, in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

ALABAMA BOARD OF PARDONS AND PAROLES:

BY:

Signature on File

PHIL BRYANT

EXECUTIVE DIRECTOR

Date Signed

ABPP Approved for Legality:

Signature on File

MEREDITH H. BARNES

CHIEF LEGAL COUNSEL

AL DEPT. OF MENTAL HEALTH:

Signature on File

JAMES V. PERDUE

COMMISSIONER

8/17/16

Date Signed

DMH Approved for Legality:

Signature on File

ASHLEY NICHOLS

DMH Legal Division

APPROVED: As of the effective date of the Agreement

Signature on File

GOVERNOR ROBERT BENTLEY

8/30/16

APPENDIX B
ACKNOWLEDGEMENT OF RESPONSIBILITY TO UPHOLD
STATUTORY PRIVILEGES GOVERNING ALABAMA BOARD OF
PARDONS AND PAROLES' FILES/RECORDS/DATA AND DUTY OF
CONFIDENTIALITY

I, _____ (print name), understand and agree that for purposes of my work as a Contractor for the Alabama Board of Pardons and Paroles ("the Board") I will be considered an agent of the Board.

A. STATUTORY PRIVILEGES GOVERNING BOARD'S FILES/RECORDS/DATA

As an agent of the Board, I understand that I may have access to the Board's privileged files, records, and data solely for the purpose of performing as required under an executed contract. Under no circumstances will I be permitted to remove Board files/records from any Board's Offices. I further understand that as an agent of the Board, I am subject to the same statutory privileges that govern Board of Pardons and Paroles' files/records/data as if I were an employee of the Board. I understand that I am responsible for not disclosing any privileged information contained in Board files/records/data accessed by me while performing my duties for the Board to anyone who is not an employee of the Board or otherwise expressly authorized to receive such information by the Board.

I specifically understand and agree that the Board's parole files, as well as, the records and information contained therein and Board data containing information from those files, are subject to an absolute governmental privilege, which the Board has a duty to uphold. *See* Ala. Code § 15-22-36(b); *Ex parte Alabama Board of Pardons and Paroles*, 814 So. 2d 870, 873 (Ala. 2001) (holding that Section 15-22-36(b) "clearly and unambiguously establishes an absolute privilege that the Board is legally bound to obey"); *see also* Ala. Op. Atty. Gen. No. 2002-143 (the Board's absolute governmental privilege applies even to other State of Alabama law enforcement agencies, departments, entities, etc.). I further understand and agree that access to the records, reports, information, data, etc., of the Board's probation and parole officers is restricted by Ala. Code §15-22-53 ("all reports, records and data assembled by any probation officer and referred to the court shall be privileged and shall not be available for public inspection except upon order of the court to which the same was referred.").

I further understand and agree that the Board's records, as well as, the Board's probation and parole officer's records are subject to the abovementioned privileges, which are unique to those privileges belonging to other State of Alabama agencies and departments. I also understand and agree and that, under Ala. Code §15-22-38, the duties imposed on the Board by its governing statutes are "mandatory" and "shall be strictly construed" and that Ala. Code §15-22-39 puts forth that the Board will be subject to felony criminal prosecution for knowingly or willfully neglecting or failing to perform any such duty "enjoined upon" the Board by its governing statutes.

Accordingly, I understand and agree that I am responsible for upholding the Board's abovementioned statutory privileges.

B. DUTY OF CONFIDENTIALITY

I understand a duty of confidentiality is imposed upon me as an agent of the Board regarding any and all information contained in Board records and data. I acknowledge this duty to prohibit my use or discussion of any such records/data for any purpose whatsoever outside the scope of performing under any executed contract. Under no circumstances shall I divulge, release, or disseminate any information contained in

Board records/data or such Board records/data, itself, to any person or entity who is not expressly authorized by the Board in writing as an authorized recipient.

I hereby acknowledge and agree that in addition to the Board's absolute governmental privilege, certain other documents, records, data and/or information is sensitive or may not be considered public records under the Alabama Open Records Act. I understand that during the course of performing my assigned duties, there may be disclosed to be certain sensitive and privileged information, including, but not limited to technical information (methods, processes, formulas, compositions, systems, techniques, inventions, machines, computer programs, and research projects), business information (vendor information, financial data, and system designs/plans), criminal history information, offender information, personally identifiable information, among other sensitive/non-public information. To the extent that I gain access to any such sensitive and/or non-public documents, records, data and/or information, I agree that such will be kept confidential by me and may not, at any time, be used, distributed, copied, or provided to any third party or used by me for any purpose without express approval of the same from the Board in writing.

I agree that I shall not during, or at any time after the cessation of my work or any contract executed, use for myself or others or disclose or divulge to others any Board trade secrets, confidential, sensitive, and/or privileged information or other proprietary data obtained as an agent of the Board.

I agree that upon the cessation of my work or any executed contract with the Board, I shall return to the Board any and all documents, property, and equipment, including access badges, drawings, blueprints, reports, manuals, correspondence, employee contact lists, computer programs, source code, and any and all other materials and copies thereof relating in any way to the Board's business operations or in any way obtained as an agent of the Board. I further agree that I shall not retain copies, notes, abstracts of the foregoing.

The Board or duly authorized representative of the State of Alabama may notify any future or prospective client or third party of the existence of this agreement governing my work for the Board.

The Board shall be entitled to any all available remedies, including injunctive relief for any breach thereof. This document shall be binding upon me and my company, as well as my successors, principals in such interest, and any agents, employees, or volunteers, thereof. I understand that any violation of the terms put forth in this document may result in the termination of my access to and work for the Board and may also subject me to criminal prosecution under available state or federal criminal federal penalties, as well as subject me to civil liability.

Agent's Signature: _____

Date: _____

Contractor Name: _____

APPENDIX C

Sliding Fee Schedule*											
Behavioral Health Treatment Services for Local Parolees and Probationers Under Intensive Supervision of the Alabama Board of Pardons and Parole											
Family Size	Poverty Level and Related Income										
	100% - 130%	140%	150%	160%	170%	180%	190%	200%	210%	220%	230%+
1	11,880 - 15,444	16,632	17,820	19,008	20,196	21,384	22,572	23,760	24,948	26,136	27,324
2	16,020 - 20,826	22,428	24,030	25,632	27,234	28,836	30,438	32,040	33,642	35,244	36,846
3	20,160 - 26,208	28,224	30,240	32,256	34,272	36,288	38,304	40,320	42,336	44,352	46,368
4	24,300 - 31,590	34,020	36,450	38,880	41,310	43,740	46,170	48,600	51,030	53,460	55,890
5	28,440 - 36,972	39,816	42,660	45,504	48,348	51,192	54,036	56,880	59,724	62,568	65,412
6	32,580 - 42,354	45,612	48,870	52,128	55,386	58,644	61,902	65,160	68,418	71,676	74,934
7	36,730 - 47,749	51,522	55,095	58,768	62,441	66,114	69,787	73,460	77,133	80,806	84,479
8	40,890 - 53,157	57,246	61,335	65,424	69,513	73,602	77,691	81,780	85,869	89,958	94,047
Fee Discount	100%	90%	80%	70%	60%	50%	40%	30%	20%	10%	0%
For families/households with more than 8 persons, add \$4,160 for each additional person											

*Based upon the 2016 Poverty Guidelines published in the January 25, 2016 edition of the Federal Register.

APPENDIX D

Letter of Agreement Template

Please submit on organization's stationery

Date

Diane Baugher, MBA, CPA
Associate Commissioner
Mental Health and Substance Abuse Services Division
Alabama Department of Mental Health
100 North Union Street
Montgomery, Alabama 36104

RE: ADMH REQUEST FOR PROPOSALS: Behavioral Health Treatment Services for Local Parolees, Probationers, and Mandatory Releases under Supervision of the Alabama Board of Pardons and Paroles

Dear Ms. Baugher:

As the authorized representative of (*insert name of applicant organization*), I am submitting a response to the above referenced Request for Proposals under Option 2. (*Insert name of applicant organization*), hereby, agrees to execute at least one (1) sub-contract with a Behavioral Health Care Team (BHCT) funded through this initiative and to provide access to the following services for the target population in accordance with the terms put forth in the RFP:

Check all services to be provided	ASAM Levels of Care and Services	Population (Check all that apply)				
		Males Only	Females Only	Males and Females	Adults	Adolescents
	Level 1: Outpatient treatment Services					
	Level 1D: Ambulatory Detoxification Without Extended On-Site Monitoring					
	Level 1O: Opioid Maintenance Therapy					
	Level 2.1: Intensive Outpatient Treatment					
	Level 2.5: Partial Hospitalization Program					
	Level 2D: Ambulatory Detoxification With extended on-Site Monitoring					
	Level 3.01: Transitional Residential Services					
	Level 3.1: Clinically Managed Low Intensity Residential Program					
	Level 3.2D: Clinically Managed Residential Detoxification					
	Level 3.3: Clinically Managed Medium Intensity Residential Treatment Program for Adults					
	Level 3.5: Clinically Managed High Intensity Residential Treatment Program for Adults					
	Level 3.7: Medically Monitored High Intensity Residential Treatment Program for Adults					
	Level 3.7D: Medically Monitored Residential Detoxification					
	Intake Evaluation					

	Physician /Medical Assessment and Treatment					
	Diagnostic Testing					
	Crisis Intervention					
	Individual Counseling					
	Family Counseling					
	Group Counseling					
	Medication Administration					
	Medication Monitoring					
	Partial Hospitalization Program					
	Adult Intensive Day Treatment					
	Rehabilitation Day Program					
	Treatment Plan Review					
	Mental Health Consultation					
	In-Home Intervention					
	Pre-Hospitalization Screening					
	Basic Living Skills					
	Family Support					
	Assertive Community Treatment (ACT)					
	Program for Assertive Community Treatment (PACT)					
	Medication Assisted Treatment					
	Peer Support Services					
	Other (please specify):					
	Other (please specify):					
	Other (please specify):					

Sincerely,

Signature, Name and Title of Authorized Representative

APPENDIX E

ALABAMA DEPARTMENT OF MENTAL HEALTH
Requests for Proposal to Provide
Behavioral Health Treatment Services for Local Parolees, Probationers and Mandatory Releases
Under Supervision of the Alabama Board of Pardons and Paroles

STATEMENT OF ASSURANCE OF UNDERSTANDING OF THE REQUIREMENTS
FOR PARTICIPATION

As a duly authorized member of the governing body of (*Insert Legal Name of Applicant Organization*), I certify that the management team of (*Insert Legal Name of Applicant Organization*):

1. Has carefully read all sections and appendices of the Request for Proposal (RFP) entitled **BEHAVIORAL HEALTH TREATMENT SERVICES FOR LOCAL PAROLEES, PROBATIONERS, AND MANDATORY RELEASES UNDER SUPERVISION OF THE ALABAMA BOARD OF PARDONS AND PAROLES** issued by the Alabama Department of Mental Health on May __, 2016; and
2. Has fully informed itself as to all specifications, conditions, terms, and limitations, specified, therein; and
3. Understands the basic requirements to qualify to provide the **Option 1** and/or **Option 2** services as specified in **Sections F and G** of the RFP.

I, further, certify that (*Insert Legal Name of Applicant Organization*), has the experience and capacity to carry out the scope of work described in **Section F** of the above referenced RFP.

APPLICANT ORGANIZATION

PRINTED NAME OF AUTHORIZED CERTIFYING OFFICIAL

TITLE

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

DATE SUBMITTED

APPENDIX F

ALABAMA DEPARTMENT OF MENTAL HEALTH
Proposal to Provide
**Behavioral Health Treatment Services for Local Parolees, Probationers and Mandatory Releases
Under Supervision of the Alabama Board of Pardons and Paroles**

APPLICANT FUNDING REQUEST

Please Provide the Information Requested Below on the Basis of a Twelve Month Operating Period

Applicant Organization:	
Funding /Service Projections	Amount
1. Total funds requested from ADMH to provide a Behavioral Health Care Team (BHCT) on an annual basis as set forth in the RFP: Behavioral Health Treatment Services for Local Parolees, Probationers and Mandatory Releases under Supervision of the Alabama Board of Pardons and Paroles. (A DETAILED NARRATIVE JUSTIFICATION OF THE AMOUNT REQUESTED, BASED UPON THE PLANNED FEE FOR SERVICE REIMBURSEMENT METHODOLOGY, MUST BE INCLUDED AS PART OF EXHIBIT 10)	
2. Total start-up funds requested for FY 2016. Include a narrative justification for the requested start-up funds.	
3. Total Annual Budget Projected for the Operation of the Program:	
4. Amount of Medicaid Revenue Projected for the Provision of Rehabilitation Services:	
5. Total Amount of Other Revenue Projected (Identify Sources and the Amount for Each Below):	
▪	
▪	
▪	
6. Maximum Program Capacity (Total Number of Individuals the Program can Accommodate at One Time):	
7. Projected Number of Individuals to be Served Annually (Unduplicated Count):	
Funding request made on behalf of (Insert name of Applicant Organization) by:	
<div style="display: flex; justify-content: space-between;"> Printed Name of Authorized Member of the Governing Body Title </div>	
<div style="display: flex; justify-content: space-between;"> Signature Date </div>	

APPENDIX G

Alabama Department of Mental Health
Proposal to Provide Behavioral Health Treatment Services for Local Parolees, Probationers and Mandatory Releases
Under Supervision of the Alabama Board of Pardons And Paroles.

Financial Practices Survey

Applicant Organization:

Financial Practices		YES	NO	NA
1.	The organization's accounting system is able to report revenue and expenditures separately by funding source.			
2.	The organization's accounting system operates on a cash basis.			
3.	The organization's accounting system operates on an accrual basis.			
4.	Does the organization maintain a chart of accounts?			
5.	If applicable, does the chart of accounts include a description of the accounts, numeric and word components, and the topical organization of the accounting system?			
6.	Which of the following accounting records are maintained by the organization?			
	General Ledger			
	Subsidiary Ledgers			
	Payroll Records			
	Paid and Unpaid Invoices			
	Accounts Payable			
	Supportive Documentation for Disbursements			
	Payroll Registers			
	Cancelled Checks			
	Journals			
	Checkbooks			
	Bank Statements			
	Funds Receivable			
	Time Sheets			
	Petty Cash			
	Proof of Payroll			
	Tax Payments			

7.	What types of financial statements are routinely prepared by the organization (list below)?						
	Financial Statement	Frequency Prepared	Prepared By (Position)	Reviewed/Approved By (Position)			
8.	Who (position) prepares the organization's budget?						
9.	Who (position) reviews and approves the organization's budget?						
10.	Summarize the procedures for preparing the organization's budget:						
11.	Summarize the procedures for periodic budget review and adjustments.						
12.	How does the organization prevent expenditure of funds in excess of budgeted amounts?						

13.	Summarize the organization's procedures for receipt of funds (complete the information below):			
	Specify who (position) receives funds and summarize the process:			
	Specify who (position) records receipt of funds and summarize the process:			
	Specify who (position) deposits funds and summarize the process:			
	Who (position) receives bank statements:			
	Who (position) reconciles bank accounts and how often:			
	Who (position) approves bank account reconciliations:			
14.	Summarize the organization's procedures for purchases and disbursements:			
	Specify all (positions) within the organization who have authorization to make purchases and list any restrictions assigned to each:			

	Specify all (positions) within the organization who have authorization to make disbursements and list any restrictions assigned to each:		
	Are there procedures for procurement at competitive prices?		
	Summarize procedures to insure that disbursements are properly documented with evidence of receipt of goods or performance of services:		
	Describe procedures for credit card use and how it is controlled:		
	What procedures are used to safeguard blank checks?		
	Specify all within the organization who are authorized to sign checks and list any restrictions assigned to each.		
	How many signatures are required on checks for the purchase of goods and services?		

15.	Summarize the organization's procedures for payroll processing:			
16.	Does the payroll record include:			
	Time sheets			
	Payroll register			
	Employee individual earnings records			
	Is the payroll manual?			
	Is the payroll automated?			
	How many signatures are required on payroll checks?			
	Whose signatures (positions) are required on payroll checks?			
17.	Summarize the standard procedures for petty cash:			
	What are allowable uses of the petty cash fund?			
	What is the maximum balance maintained in the petty cash fund?			
	What are the procedures for replenishing the petty cash fund?			
18.	Summarize the procedures for determining client fees?			

	Is a schedule of client fees maintained?			
	What is the basis of the client fee schedule?			
	How is a client's ability to pay determined?			
	How is the client informed about charges?			
	How is receipt of client fees documented?			
	What are the procedures for billing clients?			
	What are the procedures for billing third-party payers?			

	How is receipt of client fees documented?		
	What are the procedures for handling client delinquent accounts?		
19.	Does the organization have written fiscal policies and procedures?		
	How often are these policies and procedures reviewed and revised?		
20.	Are the organization's employees who handle the organization's funds bonded?		
21.	Do you maintain an inventory of furnishings, equipment, and other capital property?		
	Is the inventory up-to-date?		
	Who maintains the inventory?		
22.	Does the inventory show:		
	Purchase or acquisition date?		
	Purchase price?		
	Source of funds for purchase?		
	Condition of item?		
	Location of item?		
	Date of loss, destruction or other disposition of item?		
23.	What is the date of the organization's last financial audit?		
24.	Has your organization ever had an OMB Circular A-133 Audit? If so please provide the date of your last A-133 Audit:		
25.	List all findings from the organization's last audit:		
26.	What is the dollar amount of Federal awards (from all sources) to your organization during the last fiscal year?		
27.	Are the following business documents/processes up-to-date:		
	Fidelity Bond		
	Property Liability Insurance		
	Malpractice/Professional Liability Insurance		

	Vehicle Insurance			
	Property Insurance			
	Tax Exempt Status			
	Business License			
	Contracts for Purchased Services			
	IRS Form 990			
	Employee Federal Payroll Withholding Taxes			
	Employee State Payroll Withholding Taxes			
	State Unemployment Tax			
Printed Name of Person Completing Survey		Title		
Signature of Person Completing Survey		Date		